

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

Anima Shipping Co., Ltd.,

Plaintiff,

v.

Sinco Shipping Pte Ltd.,

and

GoDaddy.com, LLC

Garnishee.

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CIVIL ACTION : _____

IN ADMIRALTY, Rule 9(h)

**VERIFIED COMPLAINT WITH REQUEST FOR ISSUE OF
PROCESS OF MARITIME ATTACHMENT AND GARNISHMENT**

Anima Shipping Co., Ltd. (“Anima”) brings this action against Sinco Shipping Pte Ltd., (“Sinco”) *quasi in rem* pursuant to Supplemental Rule B for Certain Admiralty and Maritime Claims, requesting the issue writs of maritime attachment and garnishment including against Garnishee and states as follows:

Jurisdiction and Venue

1. This is an action within this Court’s admiralty jurisdiction pursuant to 28 U.S.C. § 1333 and is an admiralty or maritime claim within Fed. R. Civ. P. 9(h). Anima further brings this action for security for a prospective arbitration against Sinco as provided for in the vessel charter party referred to herein, pursuant to the Federal Arbitration Act, specifically 9 U.S.C. § 8 (“Proceedings begun by libel in admiralty and seizure of vessel or property”).

2. Venue is proper in this District because the Garnishee is within the meaning of Supplemental Rule B located, can be found, and/or can be served with process in this District.

3. Venue is also proper in this District because Sinco's property is or soon will be in this District, because the Garnishee is found and/or can be served with process, namely, the writ of maritime garnishment requested, in this District.

4. Sinco cannot be found in this District within the meaning of Supplemental Rule B.

The Parties

5. Anima is a corporation organized under the laws of Cyprus and at all times relevant to this action the owner of the M/V ANIMA (herein, the "Vessel"). Anima chartered the Vessel to Sinco pursuant to a charter party agreement dated October 19, 2021 (the "Charterparty").

6. Sinco is a corporation organized under the laws of Singapore and chartered the Vessel from Anima. Sinco, as detailed herein, wrongfully has breached the Charterparty and failed or refused to pay Anima as the Charterparty and related documents require.

7. Garnishee is an entity with offices or agents located in this District, which, on information and belief as detailed below, Anima reasonably believes holds property of Sinco.

Facts

8. Claims arose out of the Charterparty and in respect of unpaid demurrage from delays, owed to Anima, as well as out of expenses resulting from Sinco directing the Vessel to an unsafe berth at Douala, Cameroon.

9. Specifically, Sinco on or about October 19, 2021, as charterer, loaded the Vessel at India with rice and other commodities, and sailed the Vessel to Luanda, Angola, where it remained from December 4 to December 21, 2021 because of unloading delays at Luanda. Sinco then sailed the Vessel to Douala, Cameroon, where it arrived January 22, 2022. There was

further delay and expense at Douala, however, because Sinco directed the Vessel's arrival into unsafe conditions, namely, a poorly dredged channel, where the Vessel grounded. It took several days, and considerable effort to refloat the Vessel. Sinco wrongfully claimed that the Vessel during this period went off hire, and failed and refused to pay charter hire for those days. There were also further costs because of the grounding, including for guards, tugs, fuel, and survey expenses, which Sinco further has failed and refused to pay despite the Charterparty requirement that it timely make payment. Following the freeing of the Vessel and unloading at Douala, Sinco sailed the Vessel to Lome, Togo, arriving January 22, 2022, and it remained further delayed at Lome until February 15, 2022 when it finally went off charter.

10. English law, which governs the charter party, requires Sinco's payment of Anima's attorneys' fees and costs, as well as all costs of arbitration including arbitrators' fees.

Specific Allegation – Garnishee GoDaddy.com, LLC

11. Sinco maintains its website <http://www.sincoship.com> and dispatches email through garnishee GoDaddy.com, LLC, as confirmed by the following Whois details:

Domain Name: sincoship.com
Registry Domain ID: 2541805966_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois.godaddy.com
Registrar URL: <https://www.godaddy.com>
Updated Date: 2022-03-31T06:00:21Z
Creation Date: 2020-06-26T04:33:49Z
Registrar Registration Expiration Date: 2027-06-26T04:33:49Z
Registrar: GoDaddy.com, LLC
Registrar IANA ID: 146

To and from emails including Sinco Ship dry@sincoship.com, Sinco Ship <operations@sincoship.com>, Sinco Ship <dry@sincoship.com>, Sinco Ship <ops@sincoship.com>, and Vessel Operation vesselops@sincoship.com.

12. The website is registered with an anonymous address, however, even if not formally held in the name of Sinco, it is Sinco's property by information and belief given the content of the website extensively describing Sinco's operations and Sinco's use of emails as an essential part of its operations, with the domain name sincoship.com. Further, by ordinary and customary use and trade, by maintaining the domain name sincoship.com, Garnishee GoDaddy also holds further property of Sinco, namely, emails and data which is the property of Sinco.

Count I – Breach of Maritime Contract

13. Anima incorporates the above paragraphs as if fully set forth herein.

14. SINCO breached its maritime contract with Anima as set out above. Despite repeated demand, Anima remains unpaid.

15. Anima therefore demands judgment, as set out more fully below.

Count II: Maritime Attachment and Garnishment (Rule B)

16. Anima incorporates the above paragraphs as if specifically set forth herein.

17. Anima seeks issue of process of maritime attachment so that it may obtain payment for the amounts due to it under the Charterparty.

18. No security for Anima's claims has been posted by Sinco, or anyone acting on its behalf to date.

19. Sinco cannot be found within this District within the meaning of Rule B, but is believed to have, or will have during the pendency of this action, property and/or assets in this jurisdiction consisting of cash, funds, freight, hire, and/or credits in the hands of garnishees in this District, including but not limited to the named Garnishee herein.

Prayer for Relief

WHEREFORE, Anima prays:

A. That, in response to Count I, process of maritime attachment be issued to garnish and attach property of Sinco in at least the amount of \$558,207.02 (Charterparty expense and damages for breach, including unpaid charter hire, demurrage expense, and other expenses because of and related to the Douala grounding, at least \$358,207.02, and a further \$200,000 for accruing interest, attorneys fees, costs, and arbitration expenses including arbitrator fees), in security of Anima's claims in arbitration;

B. That, in response to Count II, since Sinco cannot be found within this District pursuant to Supplemental Rule B, this Court issue an Order directing the Clerk to issue Process of Maritime Attachment and Garnishment pursuant to Rule B attaching all of Sinco's tangible or intangible property or any other funds held by any garnishee, up to the amount of at least the amount demanded herein to secure Anima's claims, and that all persons claiming any interest in the same be cited to appear and, pursuant to Supplemental Rule B, answer the matters alleged in the Verified Complaint;

C. That as provided in Supplemental Rule B, that such person over 18 years of age be appointed, as moved for herein, pursuant to Supplemental Rule B and Fed. R. Civ. P. 4(c) to serve process of Maritime Attachment and Garnishment in this action; and

D. That this Court award Anima such other and further relief that this Court deems just and proper.

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Attorneys for Anima Shipping Co., Ltd.

Dated: August 26, 2022

VERIFICATION

I am a Principal of the law firm Simms Showers LLP, of counsel to Plaintiff.

The facts alleged in the foregoing complaint are true and correct to the best of my knowledge and information based upon the records of Plaintiff made available to me by Plaintiff. Authorized officers of Plaintiff are not readily available in this District to make verifications on Plaintiff's behalf. I am authorized to make this verification on Plaintiff's behalf.

I further certify that, pursuant to Supplemental Rule B, I caused a search to be made of electronic records and Directory Assistance for addresses and telephone numbers of Sinco in this District. There is no record of any general or resident agent authorized to accept service of process for Sinco in this District.

Pursuant to 28 U.S.C. § 1746(1), I solemnly declare under penalty of perjury that the foregoing is true and correct.

Executed on August 26, 2022.

/s/ J. Stephen Simms
J. Stephen Simms